

STATEMENT OF WORK
LOS ANGELES COUNTY
COMMUNITY AND SENIOR SERVICES



COMMUNITY AND SENIOR CENTER PROJECT

May 2011

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Exhibit 1 - Business Flow of Events / Activities

Exhibit 2 – Community and Senior Center Locations

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The County of Los Angeles (County), Community and Senior Services (CSS), desires to automate service delivery tracking at our Community and Senior Centers using off-the-shelf software and standard personal computers and other related equipment. Future projects could expand this Solution to our other Vendors' locations.

Vendor will be responsible for, delivery and installation of the purchased hardware and software at the fourteen (14) community and senior centers around the County. Additionally, there will be an installation at the CSS headquarter building for County management and County first level technical support. Vendor will also provide initial training. A Vendor must provide responses that clearly state how they meet the requirements of this project (See Attachment C Requirements Matrix).

This will be a vendor hosted solution, including regular software maintenance releases no less than twice a year. Vendor shall supply all levels of technical support beyond the County First Level help support. Vendor shall provide their standard Service Level Agreement (SLA) for County consideration with their cost estimates. All hosted and other County data shall be stored within, and can only be accessed from within the continental United States.

See Exhibit 1 for a graphic representation of our current business processing.

2.0 ADDITION/DELETION OF FACILITIES

2.1 CSS has fourteen (14) Community and Senior Centers that will have approximately 2 or 3 PC's per site. Our administrative office will be an additional site, for fifteen (15) sites total. The specific addresses and configuration by site will be detailed during the completion of the Project Plan task. County reserves the right to modify number of sites and configurations. **See Exhibit 2.**

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the vendor's performance under this Statement of Work by reviewing the work as required under the Tasks and Deliverables. County will contact the vendor's primary contact to resolve issues. Issues that cannot be immediately resolved, must be documented in writing with a copy to the vendor. During the Implementation Phase, failure of the vendor to correct the issue within 10 days may result in payment withholds. During the Maintenance Phase, failure to correct an issue may at County sole discretion require a license credit of equivalent value to that lost to the County. This will be detailed in the Maintenance and Customer Service Task.

4.0 QUALITY CONTROL

The Vendor shall establish and utilize a Quality Control Plan to assure the County a consistently high level of service throughout the term of both the Implementation and Maintenance Phase of this project. Upon selection vendor will be required to submit the Quality Control Plan which shall include: scheduled customer feedback, data integrity, backup methods, data and system security.

5.0 DEFINITIONS

“County” shall mean the County of Los Angeles which includes the Department of Community and Senior Services.

“County First Level Help Support” shall mean that County technical staff will receive questions and problems from users. If the question and /or problem can be resolved based on the vendor technical training and materials the County technical staff shall apply that solution. If the solution does not work or if the County determines that there is a problem then that will be escalated by the County to the vendor for solution.

“CSS” shall mean the Los Angeles County Department of Community and Senior Services.

“Go Live” shall mean the date where the Solution has been active and functional in all sites for 30 days. Go Live additionally marks the annual license renewal date.

“Implementation Phase” starts with the issuance of the purchase order and ends at “Go Live”.

“Maintenance Phase” starts with “Go Live” and ends with the contracted license agreement and any allowable extensions.

“Solution” shall mean the combination of the provided software/application, hardware, hosting, maintenance and technical support.

“Vendor” shall mean the company or Vendor that is providing the Solution detailed within this Statement of Work.

6.0 RESPONSIBILITIES

The County’s and the Vendor’s responsibilities are as follows:

COUNTY

6.1 Personnel

The County will provide a project manager.

6.1.1 Monitoring the Vendor’s performance in the daily operation of this project.

6.1.2 Providing direction to the Vendor in areas relating to policy, information and procedural requirements.

6.1.3 Providing access to County sites as appropriate in completion of the SOW Tasks.

6.1.4 The County Project Manager has the right to request the replacement of the Vendor Project Manager. The replacement request shall be in writing and does not need to justify or specify a cause.

6.2 Furnished Items

- 6.2.1 County First Level Help Support after Go Live.
- 6.2.2 Training room at CSS Headquarters if On-Site Training option is selected.

VENDOR**6.3 Project Manager**

- 6.3.1 Vendor shall provide a Project Manager and a designated alternate. County must have access to the Project Manager during normal working hours, Pacific Standard Time. Vendor shall provide a telephone number where the Project Manager may be reached.
- 6.3.2 Project Manager shall act as a central point of contact with the County.
- 6.3.3 Project Manager shall have 2 years of experience with the product.
- 6.3.4 Project Manager/alternate shall have full authority to act for Vendor on all matters relating to the daily operation of the required work. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.3.5 Vendor shall replace the Project Manager within 3 business days if the County requests the replacement.

6.4 Personnel

- 6.4.1 Vendor shall assign a sufficient number of employees to perform the required work.
- 6.4.2 Vendor may be required to background check their employees.

6.5 Identification Badges

- 6.5.1 Vendor shall ensure their employees have appropriate identification and shall comply with any local instructions for signing in or out to County facilities and wearing visitor badges as is requested.

6.6 Materials and Equipment

The County is the largest county in the country, so sizing capabilities of any software / application and quality of hardware are issues. In general, the County favors WEB based, mature software that is open in design, and that is highly configurable via tables by local County technical staff. Reporting and data extraction to our data warehouse are always major considerations. The County favors name brand standard PC's that are easily and locally maintainable, imaged and / or replaced if required. Currently, the County uses large quantities of Dell, HP and Lenovo hardware, but this does not necessarily preclude the use of other name brands. Proprietary hardware is not used in automation projects unless there are no alternatives, which does not apply in this situation.

- 6.6.1 PC's provided by the Vendor shall include standard one year on-site support as vendor or manufacturer responsibility.
- 6.6.2 At a minimum the equipment must be of sufficient power to operate the provided Solution for the life of the license term plus any allowable extensions.
- 6.6.3 County reserves the right to reject vendor suggested hardware and request replacement with other appropriate equipment more suited to County's current and future needs. Cost and/or configuration adjustments maybe needed to achieve this if requested.

6.7 Vendor Training

Intentionally omitted

6.8 Office

Vendor shall maintain an office with a telephone in the company's name where Vendor conducts business. The office shall be staffed during normal business hours Monday through Friday Pacific Standard Time, by at least one employee who can respond to inquires and complaints which may be received. After hours messages shall be responded to within the next business day.

7.0 HOURS/DAY OF WORK

7.1 Maintenance, Installation and Customer Support

County business hours, Monday thru Friday Pacific Standard Time

7.2 Software / Application, Hosting

6:00 AM thru 9:00 PM 7 days a week Pacific Standard Time

8.0 WORK SCHEDULES

Intentionally omitted

9.0 UNSCHEDULED WORK

All work is included in the submitted Pricing Schedule. The County reserves the right to perform unscheduled work itself or assign the work to another Vendor.

10.0 SPECIFIC WORK REQUIREMENTS

10.1 Project Plan

10.1.1 Task

Vendor shall review the System Requirements with County's Project Manager. Based upon that review, Vendor shall have the primary responsibility of preparing a Project Plan document and submitting it for written approval to County's Project Manager. County shall work closely with Vendor during the preparation of the Project Plan.

10.1.2 Deliverable

Vendor shall provide the Project Plan for approval, which, at a minimum, shall include the following:

1. All Work described in this Statement of Work.
2. The Project Plan, developed in County-specified version of Microsoft Project, which shall include:
 - a. All Deliverables, including those referenced in the Pricing Schedule,
 - b. All Tasks, Subtasks and other Work,
 - c. Associated dependencies among Deliverables, Tasks, Subtasks and other Work,
 - d. Resources assigned to each Deliverable, Task, Subtask and other Work,
 - e. Start date and date of completion for each Deliverable, Task, Subtask and other Work,
 - f. Proposed County review period for each Deliverable, and
 - g. Proposed milestones;
3. Identification of all Vendor Key Personnel and Key Staff;

10.2 Software / Application Configuration

10.2.1 Task

Vendor, with assistance and cooperation from County's Project Manager, Vendor shall analyze and validate the requirements for the implementation of the Solution, and complete all steps needed to configure the Solution in their Host environment. This includes but is not limited to estimating traffic, sizing and volume testing the configuration.

10.2.2 Deliverable

Vendor shall submit to County's Project Manager for approval a report, including all appropriate documentation, demonstrating that:

- The Solution is configured and deployed and available to County project staff for test use
- Login instructions and passwords provided to County to test within the training or sandbox environment.
- The Solution is tested for functionality and data integrity.

10.3 Import Consumer Data (Conversion of existing consumer data)

10.3.1 Task

Based on the Solutions available functionality either (1) instruct the County on how to use built in features to import data from Microsoft Office formatted data into the Solution or (2) receive Microsoft Office formatted data from the County and convert consumer data into the Solution format and data storage. In consultation with the County schedule a timetable for receipt, conversion and correction of the data.

10.3.2 Deliverable

Vendor shall submit to the County's Project Manager for approval a report including all appropriate documentation, demonstrating that either (a) the County has been instructed on how to use the built in feature to achieve conversion, or (b) the conversion is completed and that the results can be viewed in the training or sandbox environment.

10.4 Software / Application Training

Training is a key element in system implementation and also can be resource intensive, therefore, at the sole discretion of the County one of the following options will be selected. Each type of training must include separate cases for two groups.

- a. CSS technical staff that will be handling first level help support, it is expected that this would be a equal to a full day of training or two (2) four (4) hour sessions.
- b. The Solution users would be equal to a minimum of a full day session with provisions that they cannot be all trained at the same time but as a minimum of two (2) groups.

Options:

- a. **On-Site Training** where the Vendor will conduct training at the CSS Headquarters training room. Vendor to provide all training materials including manuals.
- b. **Train the Trainer** where the Vendor will train one or more CSS trainers to conduct the on-site training. This maybe completed Online or in person. Vendor to provide all training materials and manuals.
- c. **Online** where the Vendor will train CSS technical staff and Solution Users using methods such as Vendor lead WebEx, online user interactive or other recognized standard training methods. Vendor to provide all training materials including manuals.

10.4.1 Task

Vendor shall plan complete all training activities to prepare County technical, management and end users to use the implemented Solution.

10.4.1.1 Deliverable

Submission of a training plan for approval by the County.

10.4.1.2 Deliverable

The completion of the training with appropriate documentation that all identified technical and user staff have been trained.

10.5 (Option) Interface with SAMS**10.5.1 Task**

Identify the best means by which to interface with the County existing Harmony SAMS system. Describe methodologies to be employed to the County. Jointly work with the County in identifying appropriate documentation for this task.

10.5.2 Deliverable

Provide appropriate documentation to the County. Demonstrate within the training or sandbox environment the operation of the interface.

10.6 Data Conversion

The County (CSS) has a data warehouse, and requires that the Solution data periodically be extracted for import to the CSS data warehouse. **See Exhibit 3.**

10.6.1 Task

Work with CSS technical staff in finding the best method for the County to receive the periodic import of the Solution information. Document and test this method as appropriate.

10.6.2 Deliverable

Submission of a report to the County for approval, that the agreed upon method of extraction, and transmission has been completed. Test data has been transmitted and received as expected by the County.

10.7 Maintenance and Customer Service**10.7.1 Task**

Vendor shall work jointly with the County to implement a Service Level Agreement document that is based on the provided example. **See Exhibit 4.** Customer Service and the SLA process shall be available during the 30 day functioning properly period.

10.7.2 Deliverable

Activation of the agreed upon Service Level Agreement, required prior to approval of Deliverable 10.8 "System Implementation".

10.8 System Implementation**10.8.1 Task**

In accordance with the Project Plan, implement the Solution in all sites as planned.

10.8.2 Deliverable

Vendor shall submit a report to the County for approval that all appropriate tasks have been completed in accordance with the Project Plan and that all sites are active, data is being transmitted, received and stored appropriately. A minimum of operation for 30 days is required to establish that the Solution is functioning properly prior to submission of the report and request for approval.

Upon County approval of the end of the Solution functioning properly for 30 days establishes the Go Live and movement to on-going Maintenance Phase and customer service activities. Go Live also establishes the ongoing license renewal date.

11.0 PERFORMANCE REQUIREMENTS SUMMARY**11.1 Implementation Phase**

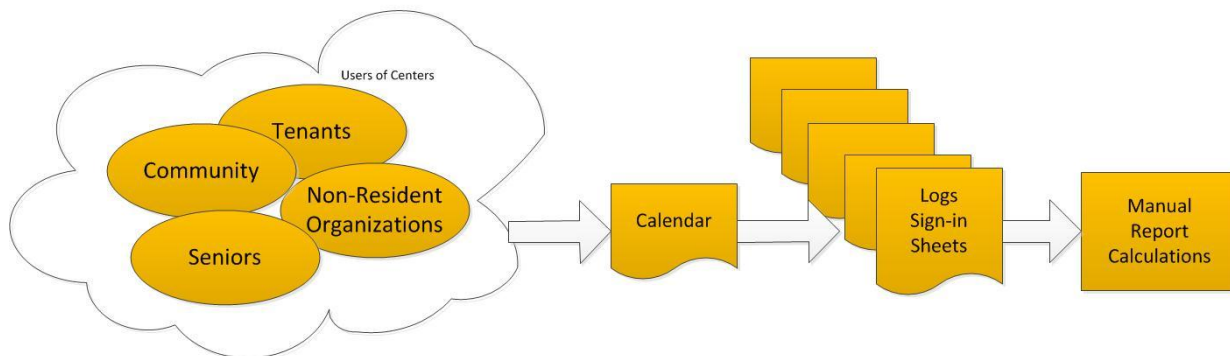
During the Solution Implementation the vendor performance shall be measured against the Tasks and Deliverables in Section 10 above.

11.2 Maintenance Phase

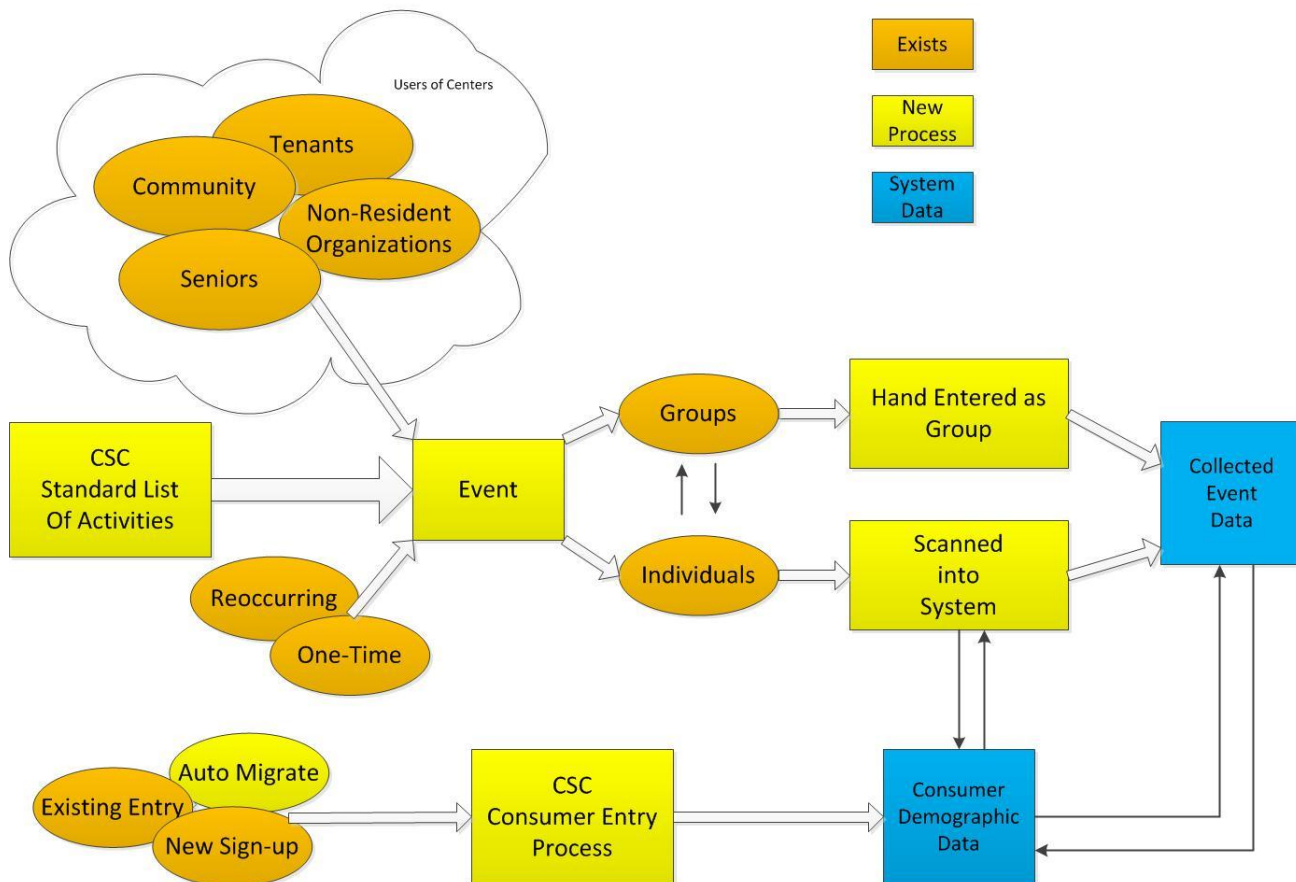
During the Maintenance phase performance shall be measured against the Service Level Agreement which will cover services and assessments for non-performance.

BUSINESS FLOW OF EVENTS / ACTIVITIES

CSS Community and Senior Center Current Manual Business Event Processing

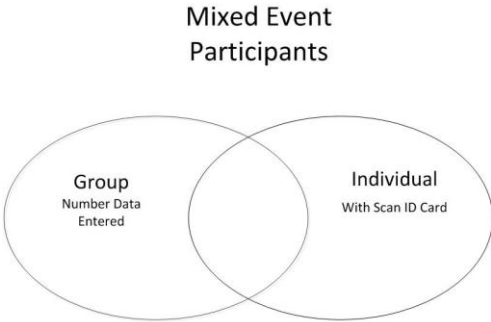


CSS Community and Senior Center Automated Business Event Processing



FED 050311

BUSINESS FLOW OF EVENTS / ACTIVITIES



FED 043011

COMMUNITY AND SENIOR CENTER LOCATIONS

Altadena Community Center

730 E. Altadena Drive
Altadena, CA 91001
Tony Brookins, Center Director

Altadena Senior Center

560 E. Mariposa Street
Altadena, CA 91001
Claudia Curry, Center Director

Antelope Valley Senior Center

777 W. Jackman Street
Lancaster, CA 93534
Ofelia Parris, Center Director

Asian Service Center

14112 S. Kingsley Drive
Gardena, CA 90249
Angela Bagmanian, Center Director

Centro Maravilla Service Center

4716 Cesar E. Chavez Avenue
Los Angeles, CA 90022
Liliana Garcia, Center Director

East Los Angeles Service Center

133 N. Sunol Drive
Los Angeles, CA 90063
Andrea Michel, Center Director

East Rancho Dominguez Service Center

4513 E. Compton Boulevard
Compton, CA 90221
Mario Muralles, Center Director

Florence/Firestone Service Center

7807 S. Compton Avenue
Los Angeles, CA 90001
Greg Robinson, Center Director

Los Nietos Senior Center

11640 E. Slauson Avenue
Whittier, CA 90606
Rosendo Garcia, Center Director

San Fernando Valley Service Center

7555 Van Nuys Boulevard
Van Nuys, CA 91405
Siddie Neal, Center Director

San Gabriel Valley Service Center

1441 Santa Anita Avenue
South El Monte, CA 91733
Donna Pierson, Center Director

San Pedro Service Center

769 W. Third Street
San Pedro, CA 90731
Elsie Larriva, Center Director

Santa Clarita Valley Service Center

24271 S. Main Street
Newhall, CA 91321
Brenda Mendoza, Center Director

Willowbrook Senior Center

12915 Jarvis Avenue
Los Angeles, CA 90061
Saundra Hamilton, Center Director

Community and Senior Services Headquarters

3175 West Sixth Street
Los Angeles, CA 90020
Jorge Merchan, Project Director

Red denotes a Senior Center

DATA WAREHOUSE EXTRACT / IMPORT REQUIREMENTS

Data Movement - Depending upon the database products used by the VENDOR, there are several methods for data movement that can be employed. COUNTY requires that all core data and associated reference tables be available.

Some potential data formats may be:

- Delimited ASCII Files (comma or other unique delimiters)
- Positional Column ASCII Files
- XML Data
- Oracle DMP file
- SQL tables

Some potential methods of data movement may be:

- SFTP
- Web Services (HTTP/HTTPS)
- VENDOR specific technologies (i.e. Oracle Streams)

Documentation- COUNTY requires documentation describing the data base, which includes but is not limited to:

- Database Catalog to include definitions of database objects such as tables, views, materialized views, synonyms, value ranges, and indexes
- Entity Relationship Model

Additionally, the service provider must provide to COUNTY, refreshed documentation reflecting all database modifications to the database schema (tables, view, materialized views, etc.) prior to implementation and when such documentation is updated.

Direct Access

COUNTY prefers to have on-line, read-only access to a database instance which mirrors the production OLTP environment. COUNTY does not require “on-commit” refresh frequency; however shorter refresh windows are desirable.

NOTE: Items such as beginning and ending times of service, are customized. Other items that do not apply will be deleted, such as Response Time Monitoring Tool. This document will be substantially the same after being customized for the Vendor Solution.

Service Level Agreement

General

This Exhibit ■ sets forth the scope of, and Vendor's service level commitment regarding, the Maintenance, Customer Support, hosting and monitoring of ■, including, but not limited to, service levels consisting of Maintenance Services, Support Services, correction of Deficiencies, Warranties and County's remedies for Vendor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit ■ without definition shall have the meanings given to such terms in the Base Agreement.

The following Schedules are attached to and form a part of this Exhibit ■:

Schedule D.1 – Network Data Classification Standard

Schedule D.2 – IT Confidentiality and Acceptable Use Agreement (County of Los Angeles Agreement for Acceptable Use and Confidentiality of County's Information Technology Assets, Computers, Networks, System and Data).

Scope of Services

Description

Vendor shall provide service levels relating to System Maintenance specified in the Base Agreement and this Exhibit ■, as more fully described below. System Maintenance shall include Maintenance Services and Support Services. System Maintenance shall commence upon Go-Live of the ■ and shall continue for the term of the Agreement.

Definitions

"Business Hours" shall mean 7:00 a.m. to 6:00 p.m. Pacific Time (PT) Monday through Friday except for County approved holidays.

"Customer Support" shall have the meaning specified in Section 0 (Customer Support).

"Disaster" shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Vendor to invoke the Disaster Recovery Plan.

"Disaster Recovery" shall mean and refer to Vendor's obligations described in Section 0 (Disaster Recovery).

"Downtime" shall mean the period of time when the System or any System component is unavailable, including Unscheduled Downtime and Scheduled Downtime.

"Low Deficiency" shall mean a Deficiency of Priority Level 4, as further described in Section 0 (Problem Correction Priorities).

"Maintenance; Maintenance Services" shall mean any goods or services provided under this Agreement for maintaining the ■, including but not limited to updates, corrections, enhancements and other Updates to the ■, interfaces, data extractions, system availability, data security and reports, as further specified in Section 0 (Maintenance Services).

"Major Deficiency" shall mean a Deficiency of Priority Level 1 or Priority Level 2 as defined in Section 0 (Problem Correction Priorities).

“Moderate Deficiency” shall mean a Deficiency of Priority Level 3, as further described in Section 0 (Problem Correction Priorities).

“Off-Business Hours” shall mean all hours that are not Business Hours or Scheduled Downtime.

“Peak Period” shall mean the combined times of 10:00 a.m. to 2:00 p.m. and 2:00 p.m. to 4:00 p.m. Pacific Time (PT) Monday through Friday except for County approved holidays.

“Priority Level” shall mean the applicable Deficiency severity level for correcting Deficiencies, as described in Section 0 (Resolution of Deficiencies).

“Response Time” shall mean the time elapsed for a transaction from the Los Angeles County LANET gateway to the Vendor Aps solution and back to the Los Angeles County LANET gateway, as may be further specified in Attachment A.1 (System Requirements) and this Exhibit D.

“Response Time Baseline” shall mean the agreed upon acceptable baseline for Response Time, as further described in this Exhibit D (Service Level Requirements) and agreed upon in accordance with Subtask 3.2 (Set Response Time Baseline) of Exhibit A (Statement of Work).

“Response Time Deficiency” shall mean System not responding within the prescribed Response Time Baseline, as further described in Section 0 (System Performance Requirements).

“Scheduled Downtime” shall mean the ■■■ solution cannot be accessed due to System scheduled maintenance including, but not limited to, preventative maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Section 0 (Scheduled Downtime).

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Annual Fees for Vendor’s failure to timely correct Deficiencies as specified in this Exhibit D.

“Service Level Requirements” shall apply to the requirements for the performance of Vendor’s Work under the Agreement as specified in this Exhibit D, including Maintenance Services, Support Services and warranties.

“Severe Deficiency” shall mean a Deficiency of Priority Level 2, as further described in Section 5.2.1 (Problem Correction Priorities).

“Support Hours” shall have the meaning specified in Section 0 (Customer Support).

“Support; Support Services” shall mean any goods or services provided under this Agreement in support of the ■■■ solution, including but not limited to updates, corrections, enhancements, customer support, interfaces, data extractions, system availability, data security, reports and HIPAA compliance, as further described in Section 0 (Support Services).

“System Availability” shall mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the Total Monthly Time and thereafter dividing the difference so obtained by the Total Monthly Time.

“System Availability Deficiency” shall mean the System not meeting the System Availability requirement as specified in this Exhibit D.

“System Performance” shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

“System Performance Deficiency” shall mean System not meeting the System Performance Requirements as specified in Section 0 (System Performance Requirements).

“System Performance Requirements” shall mean the requirements for System Performance, including Section 0 (System Performance Requirements).

“Total Monthly Time” shall mean all minutes in the relevant calendar month, excluding Scheduled Downtime.

“Unscheduled Downtime” shall have the meaning specified in Section 0 (Service Credits).

Maintenance Services

As part of System Maintenance, Vendor shall provide maintenance of the System (hereinafter "Maintenance Services"), as described in this Section 0.

System Software

Maintenance Services shall include maintenance of System Software, including provision of Updates, as described in this Section 0 below.

Application Software

Vendor shall provide Updates to the [REDACTED] solution to keep current with Vendor's hosting technology standards, industry standards, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., and as provided to Vendor's general customer base in accordance with this Exhibit [REDACTED], as coordinated with County's Project Manager.

Without limiting the other provisions of this Agreement, including, without limitation, this Exhibit [REDACTED], such Updates shall be provided to County at least twice every year, unless otherwise agreed to by County and Vendor. Vendor shall notify County of all such Updates to the Application Software prior to the anticipated installation date thereof. Vendor's provision and installation of such Updates to the [REDACTED] solution shall be at no additional cost to County beyond any applicable Annual Fees. Any Updates necessary to remedy security problems in the Application Software (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Vendor's notice of such knowledge of such problems. County shall also be notified in writing within five (5) calendar days of Vendor's knowledge of the existence of any intrusions or other security problems or breaches that could affect the integrity of the System Data or any other County data.

Third Party Products

Maintenance Services additionally include maintaining compatibility of Application Software with any Third Party Products that may be acquired by County under this Agreement as Optional Work, including Supplemental Software. Prior to the installation of any Third Party Product, or any update thereto, Vendor shall test and ensure such Third Party Product's compatibility with the then current version of the Application Software. Vendor shall all ensure that the Application Software is compatible with the required or critical updates to Third Party Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

Notwithstanding the foregoing, any Third Party Software that may be incorporated by Vendor, and shall become part of, the Application Software shall be subject to the same System Maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Vendor.

System Environment

As part of Maintenance Services, Vendor shall provide maintenance of the System Environment components surrounding the Application Software, including but not limited to System Hardware, System Network and Operating Software. Vendor shall repair, upgrade or replace these System Environment components during the term of the Agreement to comply with the System Requirements and the warranties specified in this Agreement and to support and be compatible with any Application Modifications provided by Vendor under the Agreement.

Scheduled Downtime

Unless agreed to otherwise in advance by County and Vendor, Vendor shall provide all Maintenance Services, including installation of Updates, during Scheduled Downtime.

For the purpose of this Exhibit [REDACTED], Scheduled Downtime shall occur on Sundays between the hours of 3:00 p.m. and 9:00 p.m. Pacific Time (PT). Vendor may change the Scheduled Downtime window by notifying County at least three (3) days notice prior to modifying the Scheduled Downtime, subject to

approval by County's Project Manager. Any Downtime outside of the above window of time without such prior notice and County's Project Manager's approval shall be considered Unscheduled Downtime and shall entitle County to remedies as specified in this Exhibit [REDACTED]. Notwithstanding the foregoing, Vendor may request a System Downtime for the provision of an emergency correction to the System. Such Downtime shall be deemed Scheduled Downtime, provided that it has been approved by County's Project Manager.

Support Services**Scope of Support**

Vendor's responsibilities for supporting the operation of the Aps solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this Exhibit [REDACTED]. As part of its Support Services, Vendor shall provide operational support for the Aps solution during the Support Hours, which shall include without limitation providing a point of contact for all System problems by maintaining a Customer Support system. Such operational support shall include Support Services to correct any failure of the Aps solution and to remedy Deficiencies in accordance with Section 0 (Correction of Deficiencies) to ensure that the [REDACTED] solution operates in accordance with the Specifications, including System Requirements. Requests for Customer Support will be submitted by County's technical support via telephone and/or Vendor's web-based trouble ticketing system. In the event that the Vendor's web-based trouble ticketing system is not available County, may use email or any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to County's Project Manager within the applicable required period specified in Section 0 (Problem Correction Priorities) depending on the Priority Level of the Deficiency.

Customer Support

[REDACTED] Vendor's Customer Support service level requirements shall also include those listed below: County designated technical support staff that provides first level Customer Support ([REDACTED] [REDACTED] shall have access to Vendor's Customer Support through the methods outlined in this Exhibit [REDACTED].

County shall have access to Vendor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall allow County a simple method to submit, track and update issues that require escalation to Vendor's Customer Support. The authorized Customer Support contacts will receive an account and training on the ticketing system.

Vendor shall provide a telephone number ([REDACTED]) for County staff to call during normal Business Hours. This telephone number shall be managed by an automated system to quickly connect County staff with the correct Customer Support personnel.

Vendor's automated system shall include the functionality of leaving detailed voice mails describing the issues. The voice mails must be responded to within 24 to 48 hours (excluding weekends and holidays).

Priority Levels shall be assigned according to definitions specified in Section 0 (Problem Correction Priorities).

Vendor shall respond within the period specified in Section 0 (Problem Correction Priorities) depending on the Priority Level of the Deficiency.

Vendor's Customer Support shall made be available between [REDACTED] Pacific Time (PT), Monday through Friday, excluding County observed holidays (hereinafter "Support Hours").

Vendor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies and keep them informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated.

Vendor shall triage and update submitted Deficiencies and requests to have the priority, description, type, version and other elements of each case modified by Customer Support based on the severity and business impact. The cases may be downgraded or upgraded in priority, and Vendor shall work with County to ensure that the case is diagnosed properly. In the event of any issues regarding a case, the parties may invoke the Dispute Resolution Procedure as defined in the Base Agreement.

Deficiency correction, timeframes and Service Credits shall be as specified in Section 0 (Correction of Deficiencies).

Enhancement suggestions to the [REDACTED] shall be submitted using Vendor's Customer Support ticketing system. Vendor shall conduct a preliminary evaluation within thirty (30) days and update the ticket with that preliminary evaluation. Vendor shall use this information in product enhancement planning.

System Data Extraction

As part of Support Services, Vendor shall be responsible for the periodic extraction of System Data from the System onto County's Data Warehouse. The extraction of System Data and reference tables shall be executed weekly, unless otherwise elected by County, consistent with [REDACTED]

[REDACTED] System Data extraction shall be highly automated and shall be subject to the criteria specified in Attachment A.1 (System Requirements). Failure to deliver System Data extraction as required more frequently than once per quarter shall be deemed a Priority Level 2 Deficiency. System Data extraction shall be performed by Vendor at no additional cost beyond the applicable Annual Fees.

Response Time Monitoring

Vendor shall be responsible for monitoring Response Time of the [REDACTED] to ensure compliance with [REDACTED] including the agreed upon Response Time Baseline(s) and any other applicable requirements specified in Attachment A.1 (System Requirements) and this Exhibit D.

Vendor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Vendor shall provide County with direct access to the data collected as a result Response Time monitoring at any time. Whenever requested by County, Vendor shall provide County with reports and/ or download that data along with applicable documentation that may be necessary for County to independently monitor Aps solution Response Time.

Disaster Recovery

As part of Support Services, Vendor shall also be responsible for Disaster Recovery services and submission of a formal Disaster Recovery Plan [REDACTED]

Vendor has the responsibility for declaring an event a Disaster. Upon occurrence of a Disaster, Vendor shall provide the services outlined in the Disaster Recovery Plan. The following service level requirements must be contained in the Disaster Recovery Plan and shall apply to Disaster Recovery: Vendor shall have total responsibility for restoration of the [REDACTED] solution.

In the event of a Disaster declaration, Vendor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the [REDACTED] solution.

Vendor shall be required to make a declaration of a Disaster and invoke the Disaster Recovery Plan within twelve (12) hours from the disruption of the Production Environment or precipitating event.

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Vendor shall restore the System Data to a point no greater than twenty-four (24) hours prior to the declaration of the Disaster.

County shall be able to logon to the Disaster Recovery site within forty-eight (48) hours of the declaration of the Disaster.

Vendor shall have at a minimum 50% capacity within forty-eight (48) hours and 100% capacity within ninety-six (96) hours of the declaration of the Disaster.

Vendor's failure to make a declaration of a Disaster within twelve (12) hours shall result in the incident and deemed Unscheduled Downtime.

Correction of Deficiencies

Identification of Deficiencies

The Deficiencies under this Agreement may be identified either as a result of Vendor's use of its own monitoring system or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Vendor's Customer Support for resolution in accordance with this Exhibit ■. The Priority Level of a Deficiency shall be assigned according to the Priority Level definition set forth in Section 0 (Problem Correction Priorities). Based on Vendor's proposed solution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Priority Level of the Deficiency pursuant to Section 0 (Priority Level Adjustment).

Resolution of Deficiencies

Problem Correction Priorities

County shall assign the Priority Level to each Deficiency reported by County to Vendor's Customer Support. Vendor shall assign Priority Levels to Deficiencies discovered by its own problem monitoring system. Following report of a Deficiency from County, Vendor shall respond back to County within the prescribed "Response Timeframe" specified below, each such Deficiency shall be resolved within the specified "Resolution Time". Resolution Time for correction of Deficiencies shall start tolling when County notifies Vendor of a Deficiency by telephone or otherwise as specified herein, including Vendor's Customer Support, and shall end when County determines that the Deficiency has been resolved.

PRIORITY LEVEL	DESCRIPTION OF DEFICIENCY	RESPONSE TIMEFRAME	RESOLUTION TIME
1 – Critical	Aps solution is down, practically down (e.g., System Response Time is at or over four (4) times the agreed upon Response Time Baseline), or does not function at all, as determined by County. There is no way to circumvent the problem; a significant number of County users are affected. A production business system is inoperable.	One (1) Business Hour	One (1) Business Day

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2 – Severe	A component of the [REDACTED] solution is not performing in accordance with the Specifications (e.g., System Response [REDACTED]), creating significant County business impact, or its core functionality is not available, as determined by County.	Four (4) Business Hours	Two (2) Business Days
3 – Moderate	A component of [REDACTED] solution is not performing in accordance with the Specifications, there are unexpected results, moderate or minor operational impact, as determined by County.	One (1) Business Day	Two (2) weeks
4 – Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Application Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by County.	Two (2) Business Days	Next Version Release or 12 months unless otherwise agreed to by County and Vendor

Problem Resolution Process

For any Deficiency reported by County or discovered by Vendor, Vendor shall immediately commence corrective action. Vendor shall correct all Deficiencies within the Resolution Times specified above. Vendor shall also immediately commence to develop a workaround or a fix for any Priority Level 1 or Priority Level 2 Deficiency. County and Vendor shall agree on the Deficiency resolution, whether by a permanent solution or a workaround.

Vendor shall provide the best level of effort to correct all Deficiencies, and in particular Deficiencies with Priority Level 1 through Priority Level 3. In the event that Vendor fails to correct a Deficiency within the prescribed Resolution Time, Vendor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution approved by County's Project Manager. The parties will jointly cooperate during this period of time.

Priority Level Adjustment

County may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. A Deficiency may also be mutually escalated by County if the Deficiency persists or re-occurs, as determined by County's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 0 (Problem Correction Priorities). Vendor may request a special exception to the above timeline where there are extenuating circumstances, with the decision for extension made at the discretion of County's Project Manager.

If a workaround may be provided by Vendor for a Deficiency, County and Vendor may agree to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, then County may escalate the Priority Level back to the Original Priority Level or higher, as provided herein.

Warranties

General Warranties

Vendor represents, warrants, covenants and agrees that throughout the term of this Agreement: Vendor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, [REDACTED]

All [REDACTED] solution components shall interface and be compatible with each other; and the [REDACTED] solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.

Unless specified otherwise herein, the [REDACTED] shall be free from any and all material Deficiencies. The System Maintenance service levels shall not degrade during the term of the Agreement. Vendor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the [REDACTED] solution or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the [REDACTED] or any component to County or any User or which could alter, destroy, or inhibit the use of the [REDACTED] or any component, or the data contained therein (collectively referred to for purposes of this Exhibit [REDACTED] as "Disabling Device(s)"), which could block access to or prevent the use of the [REDACTED] or any component by County or Users. Vendor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any [REDACTED] solution component provided to County under this Agreement, nor shall Vendor knowingly permit any subsequently delivered [REDACTED] solution component to contain any Disabling Device.

In addition, Vendor shall prevent viruses from being incorporated or introduced into the [REDACTED] solution or updates or enhancements thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Vendor's performance of on-line support.

System Warranties

Vendor also represents, warrants, covenants and agrees that throughout the term of this Agreement: All System components shall interface and be compatible with each other.

The [REDACTED] solution shall be fully compatible with the rest of the System components and any enhancements or upgrades shall be backward compatible with the County's standard browser and operating system version operated on County workstations.

The [REDACTED] solution shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including without limitation the System Requirements and the Specifications.

System Performance Requirements

Vendor represents, warrants, covenants and agrees that the [REDACTED] shall meet the System Performance Requirements within Vendor's control, including but not limited to those relating to Response Time and System Availability [REDACTED]

The System shall be subject to the System Performance Requirements specified below.

SYSTEM PERFORMANCE CATEGORY	SYSTEM PERFORMANCE REQUIREMENT
System Availability	Ninety-nine and one half percent (99.5%)
Response Time	Response Time Baseline(s) [REDACTED]
Disaster Recovery	Pursuant to the provisions and requirements of Section 0 (Disaster Recovery)

The following criteria shall be applied with regards to System Performance Requirements:

System Availability shall be calculated as follows:

System Availability = (Total Monthly Time - Unscheduled Downtime) ÷ Total Monthly Time

Response Time shall be established using County required [REDACTED]

Vendor shall keep County informed of the progress of the Response Time problem with the objective of providing a solution as quickly as possible.

Vendor will not responsible for performance within the Los Angeles network (LANET). Performance within County's LANET is confidential and shall not be revealed or used by Vendor in any manner, if that information becomes known to Vendor.

Response time performance shall be the time measured from the Los Angeles County LANET gateway to the [REDACTED] solution and back to the Los Angeles County LANET [REDACTED]

Remedies

General

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Credits shall accrue for Unscheduled Downtime, including Vendor's failure to meet the System Availability requirements and/or Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this Exhibit ■, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the System has a Major Deficiency that is unresolved by Vendor, excluding Scheduled Downtime.

Service Credits

Without limiting any other rights and remedies available to County, either pursuant to this Agreement, by law or in equity, County shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided below, subject to the Dispute Resolution Procedure.

Services Credits shall not be assessed for Scheduled Downtime.

LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME	SERVICE CREDITS
1 to 4 hours	1 day of Service Credits equal to 1/30 th of Monthly Fees
4 to 48 hours	2 days of Service Credits equal to 1/15 th of Monthly Fees
48 to 96 hours	5 days of Service Credits equal to 1/6 th of Monthly Fees
Each additional block of 96 hours thereafter	Additional 5 days of Service Credits equal to 1/6 th of Monthly Fees

Service Credits shall be calculated separately for each applicable incident of a Deficiency and shall be added up to be assessed at the end of each month of System Maintenance. Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County's payment due to Vendor.

System Response Time Deficiencies

A Response Time Deficiency that fits the definition of a Major Deficiency as a Priority Level 1 or Priority Level 2 shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Section 0 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty (30) days of any Response Time Deficiency unresolved by Vendor, entitling County to assess Service Credits.